

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neurotherm Limited		08/23/2010	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Neurotherm Inc.		
Street Address:	30 Upton Drive, Suite 2		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2575296	NEUROTHERM	
CORRESPONDENCE DATA			
Fax Number:	(617)526-5000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2202943120		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
Signature:	/michael j. bevilacqua/		

OP \$40.00 2575296

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REEL: 004280 FRAME: 0753

Date:

09/20/2010

Total Attachments: 3

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Deed of assignment and delivery of a trademark

Parties:

Neurotherm Limited, located at Eversheds House, 70 Great Bridgewater Street, Manchester, United Kingdom, hereinafter: "Neurotherm Limited"

NEUROTHERM Inc., located at 30 Upton Drive, Suite 2, Wilmington MA 01887, United States of America hereinafter: " NEURTHERM Inc."

Whereas:

- NEUROTHERM LIMITED holds the word trademark NEUROTHERM, registered on 30 August 2000 under number 742565 in Austria, Benelux, Germany, France, Italy and Japan at the World Intellectual Property Organization for the following goods and/or services in;

Class 10: Medical and surgical apparatus and instruments; parts and fittings for all the aforesaid goods.

hereinafter: Trademark 1.

NEUROTHERM LIMITED holds the word trademark NEUROTHERM, registered on 4 June 2002 at the under number 2575296 at the United States Patent and Trademark Office for the following goods and/or services in;

CI 10: Medical and surgical apparatus and instruments, namely pain relief and sensory testing apparatus and instruments in the nature of lesion generators, temperature monitoring electrodes, cannula, and digital thermometers; and parts and fittings for all the aforementioned goods

hereinafter: Trademark 2.

NEUROTHERM LIMITED holds the word trademark NEUROTHERM, registered on 4 December 1998 under number 2170180 at the United Kingdom Intellectual Property Office for the following goods and/or services in;

CI 10: Medical and surgical apparatus and instruments; parts and fittings for all the aforesaid goods.

hereinafter: Trademark 3.

- NEUROTHERM LIMITED holds the word trademark RDG MEDICAL RDG rdgmedical, registered on 29 October 1999 under number 2197013 at the United Kingdom Intellectual Property Office for the following goods and/or services in;

CI 09: Computer software for use in connection with and as part of medical and surgical apparatus and instruments.

CI 10: Medical and surgical apparatus and instruments; parts and fittings for all the aforesaid goods. hereinafter: Trademark 4.

- NEUROTHERM LIMITED wishes to assign the Trademarks to NEUROTHERM INC. and NEUROTHERM INC. wishes to become holder of the Trademarks.
- Parties wish to lay down their agreement on the assignment and delivery of the Trademarks, as well as their mutual rights and obligations in this deed.

Have agreed as follows:

Article 1: Assignment

1. NEUROTHERM LIMITED hereby assigns unconditionally and without any restriction to NEUROTHERM INC. and delivers unconditionally and without any restriction to NEUROTHERM INC. all rights to the Trademarks for all the goods and services listed above, including the priority rights, goodwill, rights arising from the use of the Trademarks and the right to claim damages from third parties and otherwise to take legal action against third parties who infringe upon the rights in the Trademarks, regardless of whether the infringement took place before or after the date of this agreement.
2. NEUROTHERM INC. hereby accepts the assignment and delivery of the rights to the Trademarks in consideration of the sum of € 1,00 (one Euro) now paid by NEUROTHERM INC. to NEUROTHERM LIMITED (the receipt whereof NEUROTHERM LIMITED hereby acknowledges).

Article 2: Warranties and liabilities


1. NEUROTHERM LIMITED warrants that it is fully entitled to the Trademarks and that it is authorised to assign the Trademarks. NEUROTHERM LIMITED guarantees that the Trademarks are valid, that the rights to be assigned are not subject to any lien, seizure or license. NEUROTHERM LIMITED agrees to indemnify and hold NEUROTHERM INC. harmless from any such claim.
2. At the request and at the expense of the NEUROTHERM INC., NEUROTHERM LIMITED will do all reasonable acts, execute all documents and procure the making of any declarations or oaths necessary or required by law for further effecting the assignment of the Trademarks to NEUROTHERM INC. and assisting NEUROTHERM INC. in recording the assignment of the Trademarks.

Article 3: Choice of law and jurisdiction

1. This agreement is governed by Dutch law.
2. Any dispute arising in connection with this agreement, including any dispute concerning the existence and validity of this agreement, shall be submitted exclusively to the courts of the Netherlands.

Signed in threefold, of which one copy will serve as proxy for Zacco Netherlands BV, PO Box 75683, 1070 AR Amsterdam (NL), for the purpose of registration of the assignment in the appropriate register(s).

Neurtherm Limited

Name *Rudomick D. Getimull*
Function *Director*
Place *London*
Date *12 July 2010*
Signature 

NEURTHERM Inc.

Name *David J. Pierre*
Function *COO/CEO*
Place *Wilmington, MA*
Date *8/23/10*
Signature 